

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

**NATCHITOCHES CITY COUNCIL MEETING
FEBRUARY 23, 2015
5:30 P.M.**

A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF FEBRUARY 9, 2015**
5. **SPECIAL RECOGNITION:** Natchitoches Tri-Centennial Steering Committee
6. **PROCLAMATION:**
#009 Morrow Resolution Declaring March 3, 2015 As Read Across America Day In The City Of Natchitoches (Accepting: Gilen Norwood)
7. **ORDINANCES - FINAL:**
#005 Nielsen Ordinance, Upon The Recommendations Of The Purchasing Department, That The City Of Natchitoches Enter Into A Lease Of A 25 Acre Tract In The Industrial Park For Hay Operations With James Russell Stacy, And Authorizing The Mayor, Lee Posey, To Execute Said Lease On Behalf Of The City Of Natchitoches, And To Provide For Advertising.

#006 Stamey Ordinance, Upon The Recommendations Of The Purchasing Department And The Airport Commission, That The City Council Of The City Of Natchitoches Authorize A Lease Of That Area Under Fence At The Natchitoches Regional Airport For Hay Operations With James Russell Stacy, And Authorizing The Mayor, Lee Posey, To Execute Said Lease On Behalf Of The City Of Natchitoches, And To Provide For Advertising.
8. **RESOLUTIONS:**
#010 Mims Resolution Authorizing Mayor Lee Posey To Execute An Agreement With The Louisiana Office Of Community Development For The 2014-2015 Community Water Enrichment Fund Grant Application For Improvements To The Natchitoches Water System.

- #011 Morrow** Resolution Authorizing The Mayor To Execute A **Certificate Of Substantial Completion** To The Contract Between The City Of Natchitoches And Regional Construction, Inc For The Texas And Pacific Railway Depot – Drainage And Paving Project.
- #012 Payne** Resolution Authorizing The Mayor To Execute **Change Order No. 1** To The Contract Between The City Of Natchitoches And Page Builders For The Breda Town Park Project (**Bid No. 0557**)
- #013 Stamey** Resolution Authorizing The Mayor To Execute A **Certificate Of Substantial Completion** To The Contract Between The City Of Natchitoches And Page Builders For The Breda Town Park Project (**Bid No. 0557**)
- #014 Nielsen** Resolution Authorizing The Mayor To Advertise And Accept Bids For The City Of Natchitoches, Water Treatment System Renovations (**Bid No. 0562**)
9. **REPORTS:** Pat Jones - Financial Report
10. **ANNOUNCEMENTS:** The next scheduled City Council meeting will be **March 9, 2015.**
11. **ADJOURMENT:**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "**Request to Address City Council**" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, FEBRUARY 23, 2015 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, February 23, 2015 at 5:30 p.m.

There were present:

Councilman At Large Don Mims, Jr.
Councilman Dale Nielsen
Councilman Larry Payne
Councilman David Stamey
Councilwoman Sylvia Morrow

Guests: None

Absent: Mayor Lee Posey

Don Mims, Mayor Pro Tempore called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Nielsen was asked to lead the pledge of allegiance.

Don Mims, Mayor Pro Tempore then called for the reading and approval of the minutes for the February 9, 2015 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Stamey. The roll call vote was as follows:

Ayes:	Payne, Nielsen, Stamey, Morrow
Nays:	None
Absent:	None
Abstain:	None

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Nielsen as follows, to -wit:

RESOLUTION NO. 009 OF 2015

**PROCLAMATION DECLARING MARCH 3, 2015 AS READ ACROSS AMERICA DAY
IN THE CITY OF NATCHITOCHES**

WHEREAS, the citizens of Natchitoches stand firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future, and their ability to compete in a global economy; and

WHEREAS, Natchitoches has provided significant leadership in the area of community involvement in the education our youth, grounded in the principle that educational investment is key to the community's well-being and long-term quality of life; and

WHEREAS, "NEA's Read Across America," a national celebration of reading on March 3, 2015, sponsored by the National Education Association, promotes reading and adult involvement in the education of our community's students; and

THEREFORE, BE IT RESOLVED, I, Lee Posey, Mayor of the City of Natchitoches and the Natchitoches City Council, calls on the citizens of Natchitoches to assure that every child is in a safe place reading together with a caring adult on March 3, 2015; and

AND BE IT FURTHER RESOLVED, that this body enthusiastically endorses "NEA's Read Across America" and recommits our community to engage in programs and activities to make America's children the best reader in the world.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Pro Tempore Don Mims declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 23rd day of February, 2015.


DON MIMS, MAYOR PRO TEMPORE

The following Ordinance was Introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows,
to-wit:

ORDINANCE NO. 005 OF 2015

AN ORDINANCE, UPON THE RECOMMENDATIONS OF THE PURCHASING DEPARTMENT, THAT THE CITY OF NATCHITOCHES ENTER INTO A LEASE OF A 25 ACRE TRACT IN THE INDUSTRIAL PARK FOR HAY OPERATIONS WITH JAMES RUSSELL STACY, AND AUTHORIZING THE MAYOR, LEE POSEY, TO EXECUTE SAID LEASE ON BEHALF OF THE CITY OF NATCHITOCHES, AND TO PROVIDE FOR ADVERTISING.

WHEREAS in response to a request for proposals issued with regard to a hayfield lease of a twenty-five acre tract at the Natchitoches Industrial Park, the City of Natchitoches received one proposal; and

WHEREAS FURTHER, the Purchasing Department has reviewed the response and has determined that the best price to the City, based price per volume of hay is contained in the proposal submitted by James R. Stacy; and

WHEREAS FURTHER, the Purchasing Department has recommended to the City Council of the City of Natchitoches that James R. Stacy be awarded the lease based upon his response, and that the attached lease agreement be approved; and

WHEREAS FURTHER, a lease has been prepared setting forth the term, conditions, and consideration for the proposed hay field lease;

WHEREAS FURTHER, under the provisions of Louisiana R. S. 33:4712, any property owned by the City can be leased to any person after due advertisement and compliance with the law;

WHEREAS FURTHER, the City Council is of the opinion that the hay field rights are not needed by the City for any public purpose, but are a potential source of revenue if leased;

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, in legal session convened, that the recommendations of the Purchasing Department are hereby approved; and

BE IT FURTHER ORDAINED that Lee Posey, Mayor of the City of Natchitoches, be and he is hereby authorized and empowered to enter into a lease agreement with James R. Stacy, for hay

field operations, all in substantial compliance with the lease agreement, a copy of which is attached hereto and approved by the Director of Purchasing.

BE IT FURTHER ORDAINED That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

BE IT FURTHER ORDAINED that any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

BE IT FURTHER ORDAINED that the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

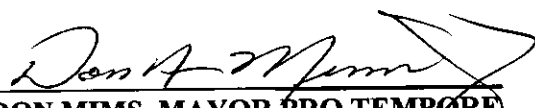
BE IT FURTHER ORDAINED that the City takes cognizance of the fact that the rights to the property described above is not needed for public purposes by the City.

THIS ORDINANCE was introduced on January 26, 2015 and published in the *Natchitoches Times* on January 31, February 7, and February 14, 2015.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Payne, Nielsen, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Pro Tempore Don Mims declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 23rd day of February, 2015.


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor Pro Tempore on the 24th day of February, 2015 at 10:00 A.M.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

LEASE OF HAYFIELD

BE IT KNOW AND REMEMBERED that on the days indicated hereinafter, before the undersigned Notaries Public and subscribing witnesses, personally came and appeared:

City of Natchitoches, Louisiana, a municipal corporation, domiciled in the City and Parish of Natchitoches, Louisiana, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Lee Posey, Mayor, pursuant to the authority set provided for under Ordinance Number 005 of 2015 (sometimes hereinafter referred to as "Lessor" or "City");

AND

James Russell Stacy, a resident of Natchitoches Parish, with mailing address of 2738 Highway 494, Natchitoches, Louisiana 71457 (sometimes hereinafter referred to as "Lessee" or "Stacy")

W I T N E S S E T H:

1. DESCRIPTION OF PROPERTY

LESSOR hereby leases and lets unto LESSEE, under the terms and conditions hereinafter set forth, the property which is described as follows, to-wit:

A parcel of land located in the Natchitoches Industrial Park as shown on a plat of survey by Meyer, Meyer, LeCroix and Hixson and more particularly described s 25.0 acres, more or less, lying North of Industrial Drive, East of property of Atmos Energy, West of the UP Railroad and South of Town South Subdivision, the tract being more fully shown and highlighted on the attached Map.

2. TERM

The term of this lease shall commence on February 9, 2015, and terminate at midnight on December 31, 2016.

3. RENTAL

The rental for the leased premises shall be based on the number of hay bales produced on the leased premises under the following schedule:

\$6.50 per 5' X 5' bale.

The above amounts are to be paid per round hay bale produced. For the purposes of the lease, a round hay bale will be defined as a 5' X 5', bale. Payments will be made to the City of Natchitoches no later than 30 days after each cutting.

4. USE OF PREMISES

LESSOR and LESSEE agree as follows, to-wit:

a) During the term of the lease, the LESSEE will occupy and use the premises for cultivation of hay crops only, and he will not use the premises, or permit the premises to be used for any other purpose whatsoever.

b) LESSEE will not sub-lease, assign or relinquish the said premises without the written consent of the LESSOR.

c) That the cultivation of the hay crops and the maintenance of the pasture will be done in a good and husband-like manner and the LESSEE will faithfully and carefully guard and protect the said premises. LESSEE agrees that he will cut and keep and trim the leased premises during the lease.

d) LESSEE agrees that he will keep any improvements in as good repair as same now are or may at any time be placed in by the LESSOR.

e) LESSEE will, at all times, allow the LESSOR, its agent or its assignees, to have free access to the premises for the purpose of observing the pasture and hay field operations and the conduct of the LESSEE in caring for the hay crop and pasture improvements thereon.

f) LESSOR reserved the right to cancel this lease, at any time, if the property is needed for any public purpose or reason. In such event, LESSEE agrees to give possession of the said premises, subject to a prorata payment to LESSEE for any hay crop on the property.

g) Hay may be stored along the perimeter of the property in a manner that will not cause any interference with any City or City approved operations. All hay bales must be removed from the Airport grounds no later than December 31 of the year that the hay is baled, and any hay bales left on the property beyond the 31st of December will become property of the City of Natchitoches, and the City shall have the right to sale, use or dispose of said bales.

h) LESSEE shall not use the property in any manner or for any purpose that violates any rule or regulation as promulgated by the EPA or the DEQ.

5. WARRANTY

LESSOR warrants that it has the right to lease the property covered by this agreement and will defend LESSEE's possession against any and all person whomsoever.

6. INDEMNITY and INSURANCE

LESSEE shall occupy the leased premises at his own risk and shall indemnify LESSOR against any expense, loss, cost, damage, claim, action or liability paid, suffered or incurred as a result of any breach by LESSEE, his agents, servants, employees, customers, visitors or licensees or any covenant or condition of this lease, or as a result of LESSEE's use or occupancy of the leased premises or the carelessness, negligence or improper conduct of LESSEE, his agents, servants, employees, customers, visitors or licensees. The LESSEE's liability under the lease extends to the acts of omission of any agent, servants, employee, customer, visitor or licensee of any such person. LESSEE declares this intention to assume all liability permissible under Louisiana R.S. 9:3221.

LESSEE must maintain a general liability insurance policy with minimum coverage of \$1,000,000.00, with the City of Natchitoches shown as an additional insured and LESSEE must provide proof of such insurance on an annual basis, or upon request of the City.

7. MINERALS

Anything herein to the contrary notwithstanding, it is specifically understood and agreed that LESSOR, its assigns, employees and minerals lessees, or its agents, employees, successors, or assigns, shall have full and complete right to conduct any and all geophysical or exploratory operations on said land, and to seek, search for, conduct operations for the drilling, or to assist in the location of oil, gas and other minerals on the said property and to produce, extract same, store and remove by pipe or any form of conveyance, any oil, gas and minerals produced thereon, and generally to do all things necessary and proper, in connection with the exploration or production of such oil, gas and other minerals. If such operations are conducted by any mineral lessee, its agents, employees, successors or assigns, LESSEE hereunder agrees to look to said mineral lease, etc. for recovery for any damages that may be caused by such operations.

8. OVERFLOW

The LESSOR shall not be responsible for flood or overflow.

9. TAXES

The LESSOR agrees to pay all property and ad valorem taxes during the term of the lease, if any.

10. DEFAULT

Should the LESSEE, at any time, violate any of the conditions of this lease, or discontinue use of the premises for the purpose for which they are rented, or fail to pay the rent timely, punctually at maturity, as stipulated, LESSOR shall have the option to immediately cancel this lease and to proceed for past due payments, reserving a right of proceed later for the remaining installments, all without putting LESSEE in default. LESSEE to remain responsible for all damages or losses suffered by LESSOR. LESSEE hereby assenting thereto and expressly waiving the legal notice to vacate the premises. In the event that it is necessary to employ an attorney for collection of past due rent, or to sue for the termination and cancellation of this lease, then, in that event, the parties hereby agree and stipulate that the LESSEE shall be responsible for the payment of reasonable attorney's fees in connection therewith, which shall not exceed ten (10) percent of the amount sued for, plus all costs of the suit.

11. SUCCESSION

This lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

12. CONDITION ON SURRENDER

LESSEE agrees that it will peacefully surrender the leased premises at the end of the term hereby granted in the same good order as the premises are at the commencement thereof.

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on this the 25th day of February, 2015, at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHEs, LOUISIANA

Hannah Weening

Don A. Mims
By: Mayor Pro Tempore Don Mims

Stacy Mahoney

E. R. Lee

NOTARY PUBLIC

Print Name: Edd R. Lee

Notary # 15749

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on this the 27th day of FEB, 2015, at Natchitoches, Louisiana.

WITNESSES:

Chandra Bonds
Amanda Bonds
Charles R. Whitehead, Jr.

James Russell Stacy

Charles R. Whitehead, Jr.
NOTARY PUBLIC

Print Name: C.R. Whitehead, Jr.

Notary # 12741

Charles R. Whitehead, Jr.
Notary Public
LSBA Bar Roll #12741

The following Ordinance was Introduced by Mr. Stamey and Seconded by Ms. Morrow as follows,
to-wit:

ORDINANCE NO. 006 OF 2015

AN ORDINANCE, UPON THE RECOMMENDATIONS OF THE PURCHASING DEPARTMENT AND THE AIRPORT COMMISSION, THAT THE CITY COUNCIL OF THE CITY OF NATCHITOCHES AUTHORIZE A LEASE OF THAT AREA UNDER FENCE AT THE NATCHITOCHES REGIONAL AIRPORT FOR HAY OPERATIONS WITH JAMES RUSSELL STACY, AND AUTHORIZING THE MAYOR, LEE POSEY, TO EXECUTE SAID LEASE ON BEHALF OF THE CITY OF NATCHITOCHES, AND TO PROVIDE FOR ADVERTISING.

WHEREAS in response to a request for proposals issued with regard to a hayfield lease at the Natchitoches Regional Airport, the City of Natchitoches received a certain proposal; and

WHEREAS FURTHER, the Purchasing Department reviewed the response and determined that the best price to the City was contained in the proposal submitted by James Russell Stacy, and the Purchasing Department recommends to the City Council that the lease be awarded to Mr. Stacy; and

WHEREAS FURTHER, Mr. Stacy has conducted hay field operations for the City of Natchitoches in the past and Mr. Stacy has satisfactorily fulfilled his obligations under leases in the past; and

WHEREAS FURTHER, the Purchasing Department has recommended to the City Council of the City of Natchitoches that James Russell Stacy be awarded the lease based upon his response, and that the attached lease agreement be approved; and

WHEREAS FURTHER, a lease has been prepared setting forth the term, conditions, and consideration for the proposed hay field lease;

WHEREAS FURTHER, under the provisions of Louisiana R. S. 33:4712, any property owned by the City can be leased to any person after due advertisement and compliance with the law;

WHEREAS FURTHER, the City Council is of the opinion that the hay field rights are not needed by the City for any public purpose, but are a potential source of revenue if leased;

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, in legal session convened, that the recommendations of the Purchasing Department are hereby

approved; and

BE IT FURTHER ORDAINED that Lee Posey, Mayor of the City of Natchitoches, be and he is hereby authorized and empowered to enter into a lease agreement with James Russell Stacy, for hay field operations, all in substantial compliance with the lease agreement, a copy of which is attached hereto and approved by the Director of Purchasing.

BE IT FURTHER ORDAINED that notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

BE IT FURTHER ORDAINED that any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

BE IT FURTHER ORDAINED that the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

BE IT FURTHER ORDAINED that the City takes cognizance of the fact that the rights to the property described above is not needed for public purposes by the City.

THIS ORDINANCE was introduced on January 26, 2015 and published in the *Natchitoches Times* on January 31, February 7, and February 14, 2015.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Payne, Nielsen, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Pro Tempore Don Mims declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 23rd day of February, 2015.


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor Pro Tempore on the 24th day of February, 2015 at 10:00 A.M.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

AIRPORT HAY LEASE

BE IT KNOWN that on the dates and at the places hereinafter indicated, before me the undersigned Notary Public and subscribing witnesses personally came and appeared:

THE CITY OF NATCHITOCHES, a Louisiana municipal corporation organized and operating under a Home Rule Charter, represented herein by Lee Posey, Mayor, duly authorized to sign act herein by Ordinance No. 006 of 2015, a copy of which is attached hereto and made a part hereof (hereinafter called "**CITY**" or "**LESSOR**";

and

James Russell Stacy, a resident of Natchitoches Parish, with mailing address of 2738 Highway 494, Natchitoches, Louisiana 71457 (sometimes hereinafter referred to as "**LESSEE**" or "**STACY**")

All of whom declared as follows, to-wit:

The **LESSOR** does hereby lease and let unto the **LESSEE** and the **LESSEE** does hereby lease from the **LESSOR**, for hayfield operations only, the property inside the security fence at Natchitoches Regional Airport.

TERM

The term of this lease shall be from February 9, 2015, through December 31, 2016.

RENTAL

The rental for the leased premises shall be based on the number of hay bales produced on the leased premises under the following schedule:

\$6.50 per 5' X 5', round bale.

The above amounts are to be paid per round hay bale produced. For the purposes of the lease, a round hay bale will be defined as a 5' X 5' bale. Payments will be made to the City of Natchitoches no later than 30 days after each cutting.

USE OF PREMISES

LESSOR and **LESSEE** agree that the **LESSEE** shall have the right to use and occupy the premises for hay rights only and the **LESSEE** is to use the premises for no other agricultural purpose

or any other purpose, whatsoever.

It is understood and agreed that the **LESSEE** will use the premises for hay purposes and will utilize the land in an husbandman like manner and will not violate any laws or regulation regarding the handling, storage, or disposal of hazardous waste or materials and will be solely responsible for any violations of State or Federal law regarding same if **LESSEE** has caused the circumstances leading to the said violations. **LESSEE** agrees to indemnify and hold the **LESSOR** harmless from any such violations. **LESSEE** further agrees that he will not use the property for any purpose that would violate EPA or DEQ rules or regulations.

The **LESSEE** agrees to store hay bales along the fence line at locations approved by the Airport Manager, and all hay bales must be removed outside of the fence line within 10 days of cutting and rolling. All hay bales must be removed from the Airport grounds no later than December 31 of the year that the hay is baled.

The property must be returned to the **LESSOR** in the same good condition that it is received, properly cut and trimmed, at the end of the term of the lease.

The **LESSEE** acknowledges and understands that the premises are used as a regional airport facility and that there are safety issues and regulations associated with the regional airport facility. If in the opinion of the Airport Director the height of the vegetation is such that it constitutes a safety issue, the Airport Director will notify the **LESSEE** in writing. If the **LESSEE** fails to cut the premises within 48 hours from the date of the notice the **LESSOR** reserves the right to cut the premises, and the **LESSEE** waives any claim for loss of income.

WARRANTY

LESSOR warrants that it has the right to lease the property covered by this agreement and will defend **LESSEE'S** possession against any and all persons whomsoever. **LESSEE** binds and obligates himself to notify **LESSOR** immediately of any adverse possession of the leased premises, or of any adverse claim which may be asserted with respect to it.

SUBLETTING

LESSEE shall not sublet or assign the leased premises without the express written consent of the **LESSOR**.

INDEMNITY

LESSOR will not be responsible for the loss or damage to **LESSEE'S** personal property, due to fire, theft, or other mishap. **LESSEE** shall protect and save **LESSOR** harmless from any claims or injuries to property or persons resulting from accidents or other occurrences on the leased premises; such liability being specifically assumed by **LESSEE**.

LESSEE agrees and hereby covenants to assume all liability for his farming operations and **LESSEE** further assumes all responsibility for the condition of the premises as provided in Louisiana R. S. 9:3221.

LESSEE agrees to carry his own liability insurance on the property and agrees to furnish a copy of said insurance policy to the **LESSOR**.

FURTHER CONDITIONS OF THE LEASE

1) The **LESSEE** and all of the **LESSEE's** personnel shall meet with the Airport Manager prior to working on the first day of the hay lease for a brief training session to discuss airport rules and safety concerns. All new personnel, prior to working on the airport premises for the first time shall also meet with the Airport Manager for a brief training session.

2) The **LESSEE** must check in at terminal when working on airport grounds so that a Notam can be issued as a safety precaution for aircraft using the airport.

3) No equipment shall be allowed on either runway at any time.

4) All equipment left on the airport premises overnight shall park at the dead end road by the T-Hangers. This location will be shown to you as part of your training session.

5) All equipment shall give right of way to all aircraft.

6) This lease will be subject to the restrictions that all baled hay within 250 feet of the runways and taxiways must be removed before dark and stored by the fence or taken off the airport premises. Hay may be stored along the fence line, but must be removed at the end of the year before new hay field operations for the following year begin.

7) No bales of hay are permitted to be placed on the ground at either the approach or departure ends of any runway at any time.

8) The **LESSEE** will be responsible for any damage to Navigational Aids, such as runway lights, that occurs while **LESSEE** is cutting, raking, baling or transporting hay.

9) The City of Natchitoches and the Airport Commission reserve the right to impose reasonable requirements upon the lessee to provide for the general health, safety, and welfare of the users of the airport or to comply with any Federal Aviation Administration (FAA) or Department of Transportation and Development (DOTD) Regulations.

10) Bales of hay must be counted and reported to the Airport Manager prior to removing the hay from the premises.

11) Damaged bales of hay must be removed by the **LESSEE**.

12) All moving equipment must have flashing caution lights working at all times or have an FAA approved safety flag on all equipment.

13) The **LESSOR** shall have the authority to terminate this lease immediately if the **LESSEE** violates any FAA or DOTD regulations or if the **LESSOR** is requested or required by the FAA or DOTD to terminate the lease.

14) This lease shall be subordinate to the provisions of any existing or future agreement between the City of Natchitoches and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport, and during the time of war and national emergency, the City of Natchitoches shall have the right to lease any part of said airport to the United States Government if requested to do so.

15) The **LESSOR** will pay all ad valorem taxes on the leased premises.

16) **LESSEE** recognizes the importance of maintaining a safe airport, and agrees to cut hay within 5 days of notification by the Airport Manager that a cutting is necessary. Once cutting begins, **LESSEE** will have seven days to complete any cutting.

17) This lease shall inure to the benefit of and be binding upon the **LESSOR**, its respective executors, administrators, successors and assigns. This lease shall also inure to the benefit of the heirs of the **LESSEE**.

NOTICES

All notices to either **LESSEE** or **LESSOR** shall be addressed to the addresses set forth in the appearance clauses above, unless notified otherwise in writing.

RENTAL PAYMENTS

All rental payments shall be made payable to the City of Natchitoches, Louisiana, in care of the Airport Manager at the Natchitoches Regional Airport Terminal Building.

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on this the 25th day of February, 2015, at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHES, LOUISIANA
Lessor

Hannah Weening

By: Don A. Mims
Mayor Pro Tempore Don Mims

Stacy McLeary

E. R. Lee
NOTARY PUBLIC

Print Name: Edd R. Lee

Notary # 15749

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on this the 27th day of Feb, 2015, at Natchitoches, Louisiana.

WITNESSES:

Amanda Bonds
Amanda Bonds

James Russell Stacy
James Russell Stacy, Lessee

C. R. Whitehead, Jr.

C. R. Whitehead, Jr.
NOTARY PUBLIC

Print Name: C. R. Whitehead, Jr.

Notary # 12741

Charles R. Whitehead, Jr.
Notary Public
LSBA Bar Roll #12741

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to -wit:

RESOLUTION NO. 010 OF 2015

RESOLUTION AUTHORIZING MAYOR LEE POSEY TO EXECUTE AN AGREEMENT WITH THE LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT FOR THE 2014-2015 COMMUNITY WATER ENRICHMENT FUND GRANT APPLICATION FOR IMPROVEMENTS TO THE NATCHITOCHES WATER SYSTEM

WHEREAS, the Community Water Enrichment Fund (CWEF) was established in the 2008 Louisiana regular legislative session by way of HB 926 (Act 513). Its intent is to provide a source of funding to aid units of local government solely for the purpose of rehabilitation, improvement, and construction projects for community water systems to provide safe and clean drinking water; and

WHEREAS, Natchitoches, classified as a City (5,000-35,000 population), is eligible for up to \$50,000.00 in grant funding from this Community Water Enrichment Fund; and

WHEREAS, the Natchitoches Utility Director Bryan Wimberly, after reviewing the water system needs, has recommended a project that is eligible for funding under this grant; and

WHEREAS, the City of Natchitoches upon recommendation of its Utility Director, desires to apply for funding under the 2014-2015 Community Water Enrichment Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Natchitoches, that it does hereby authorize and direct the Honorable Lee Posey, Mayor, to sign any and all documents relating to the execution of the grant application to replace aged 2" Water Distribution Lines and Re-Connect Service Taps in the following areas/streets served by the Natchitoches Water System: **Pierson Street, Payne Street, Julia Street, Lafayette Street and Rusbo Street.**

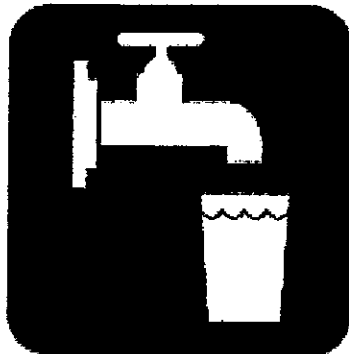
This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Pro Tempore Don Mims declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 23rd day of February, 2015.


DON MIMS, MAYOR PRO TEMPORE

OFFICE OF COMMUNITY DEVELOPMENT
COMMUNITY WATER ENRICHMENT FUND



Grant Application Package

FISCAL YEAR 2014 -2015



Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, LA 70804-9095
Tel: (225)342-7412
Fax: (225)342-1947
Website: www.doa.la.gov/cdbg

FY 2014-2015
COMMUNITY WATER ENRICHMENT FUND

PURPOSE

The Community Water Enrichment Fund (CWEF) was established in the 2008 Louisiana regular legislative session by way of HB 926 (Act 513). Its intent is to provide a source of funding to aid units of local government solely for the purpose of rehabilitation, improvement, and construction projects for community water systems to provide safe and clean drinking water.

ELIGIBILITY AND MAXIMUM GRANT AMOUNTS

All municipalities and parishes in Louisiana are eligible to apply for funding with the exception of the following HUD entitlement cities: Alexandria, Baton Rouge, Bossier City, Kenner, Lafayette, Lake Charles, Monroe, New Orleans, and Shreveport.

Maximum grant ceiling amounts are based on the following population ranges.

Villages (1-999) are eligible to apply for up to \$25,000.

Towns (1,000-4,999) are eligible to apply for up to \$35,000.

Cities (5,000-35,000) are eligible to apply for up to \$50,000.

Parishes are eligible to apply for up to \$100,000. (If a parish's incorporated communities' combined maximum ceiling amounts are less than the allocation for the entire parish area, the parish can then apply for more than \$100,000.)

Parishes may apply for projects that serve a parish-wide area or an unincorporated area of the parish.

For the 2014-2015 fiscal year, the maximum allocation amount available per parish area will be **\$135,317.00**. The Office of Community Development encourages all potential applicants within each parish to prioritize their requests.

APPLICATION DUE DATE

The deadline for submittal of applications for the FY 2014-2015 allocation is March 20, 2015. If hand delivered, the application must be received by the Office of Community Development by 4:30 pm on March 20, 2015. If mailed, the postmark must be stamped no later than March 20, 2015. Any application not meeting the deadline requirements will not be rated, unless there is a balance remaining in that parish's allocation after awards are made.

ELIGIBLE ACTIVITIES

Funds awarded can only be used for rehabilitation, improvement, and construction projects for community water systems.

INELIGIBLE ACTIVITIES

Previously incurred debt, improvements to private property, on-going salaries, overtime for government employees, administration, engineering-only or planning-only projects are not eligible activities under this program. Generators and Fire Hydrants only will also be ineligible. Fire hydrants must be included within a water line rehabilitation or extension project.

EVALUATION PROCESS

The evaluation process involves several steps, including a staff review and rating. Rating will be based on the following criteria. For fire protection projects, question number 3 will be used for rating instead of question number 2.

1. Does the proposed project serve the maximum percentage of citizens in the jurisdiction?
2. Does the proposed project improve the health, safety, living conditions, and quality of life of the community?
3. Does the proposed project improve the economic conditions of the area?
4. Is the project cost reasonable/effective?
5. Will CWEF funds be used to match other local, state or federal funds?

The Office of Community Development will evaluate each application to determine its rating and award amount.

APPLICATION PROCEDURES

Complete all of the application forms included herein. An original and one copy of the application must be submitted to the Office of Community Development. If the project involves technical or engineering questions, you may need to consult a qualified expert for design descriptions or budget estimates. A resolution of support from the governmental body must be attached to the application. In addition, the application must include a letter of support from the state senator and state representative who represents the district in which the project is located. Applications will not be accepted without both the legislative letters of support and the local government resolution of support.

OCD will NOT provide administration funds to administer the project nor fees for completing the application package. In addition, OCD will NOT pay for previously incurred debt. Should your project be funded, requests for payments, accompanied by invoices, will be sent to the Office of Community Development. Under no circumstances will the state reimburse costs for invoices dated prior to an executed contract with the unit of local government.

EMERGENCY SET-ASIDE

\$800,000 has been set-aside for projects determined to be of an emergency nature which affect the health and safety of residents of an area. The ceiling amount for an individual emergency grant is \$250,000. A unit of local government may receive an emergency grant only once during the fiscal year under this category. The emergency situation must have occurred within 3 months of application submission. Applications will be accepted on a continuous basis. Local governments interested in applying for these funds should first contact the Office of Community Development to discuss the proposed project. If it is determined by the Office of Community Development that the proposed project meets the intent of the program, the local government will be invited to submit an application.

*Please be aware that if a local government currently has two open CWEF grant contracts with our office, it will not be awarded another until one of the others is closed.

*Private for-profit water systems are not eligible for funding.

*All recipients must comply with applicable Department of Natural Resources rules and regulations, if any, on master meter installation.

THE FOLLOWING FORMS MUST BE SUBMITTED TO THE

OFFICE OF COMMUNITY DEVELOPMENT

CWEF Program

Post Office Box 94095

Baton Rouge, LA 70804-9095

- 1) Cover page
- 2) Classification page
- 3) Project description
- 4) Proposed budget summary and instructions
- 5) Local government assurances
- 6) Resolution of support from governmental agency/governing body
- 7) Support letter from state senator and state representative

**COMMUNITY WATER ENRICHMENT FUND
2014-2015 GRANT APPLICATION**

COVER PAGE

COMPLETE ALL SECTIONS: (Incomplete forms may disqualify or reduce a grant award.)

GOVERNMENTAL FISCAL AGENCY: (Name of Municipality or Parish)

ADDRESS OF LOCAL GOVERNMENT:

PHYSICAL ADDRESS OF PROJECT (Including the 9-digit Zip Code):

NAME OF WATER SYSTEM BEING IMPROVED

CHIEF ELECTED OFFICIAL: (Mayor or Parish President's Name)

CONTACT PERSON (if different from the head of government)

PHONE: _____

FAX: _____

EMAIL ADDRESS: _____

APPLICATION PREPARED BY (if different from the contact person):

AMOUNT REQUESTED: \$ _____

FEDERAL TAX IDENTIFICATION NUMBER: _____

CLASSIFICATION PAGE

COMPLETE ALL SECTIONS: (Incomplete forms may disqualify or reduce a grant award.)

NAME OF PARISH: _____

NAME OF MUNICIPALITY: _____

POPULATION: Please check the appropriate category based on most recent available Census figures.

- ☐ Village (1 - 999 citizens) _____ population
- ☐ Town (1,000 - 4,999 citizens) _____ population
- ☐ City (5,000 - 35,000 citizens) _____ population
- ☐ Parish _____ population

OTHER LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES/PARTICIPANTS IN PROJECT:

IS THE PROPOSED PROJECT LOCATED ON PUBLICLY OWNED LAND? ☐ Yes ☐ No

******PRIVATE FOR PROFIT WATER SYSTEMS ARE NOT ELIGIBLE FOR FUNDING******

TYPE OF WATER SYSTEM

Public _____ Private non-profit _____ Private for-profit _____

LEGISLATIVE REPRESENTATION: Please provide the names of the State Senator and the State Representative for the area where the project will occur.

State Senator: _____

State Representative: _____

PROJECT DESCRIPTION

Should you need more space, you may continue on another page.

COMPLETE ALL SECTIONS: (Incomplete forms may disqualify or reduce a grant award.)

Be specific and state what you plan to spend the money on and what you want to do (what, where, why, how), if awarded. We need all information to process, review and rate applications. Grant applications cannot be reviewed without detailed information on the benefit to the local community and how the money will be spent.

- 1. BRIEFLY DESCRIBE THE FULL INTENT (PURPOSE) OF THE PROPOSED PROJECT:**

2. DETAILED DESCRIPTION OF PROJECT. (Specify what the funds will be used for) 1) Itemize any equipment to be purchased. 2) For water lines how many feet, miles, or blocks?

[illegible]

-
- This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Instructions for Completing CWEF Proposed Budget Summary

The following instructions for each budget category are based on the **LOUISIANA ACCOUNTING AND UNIFORM GOVERNMENTAL HANDBOOK**, which is available on the Division of Administration's website at <http://www.doa.la.gov/cdbg/lgap.htm>, or upon request to OCD, a hard copy of the handbook will be provided to any applicant. Please carefully review these instructions before completing the budget categories.

The CWEF will pay for contract labor only. Ongoing or administrative salaries can be shown in this budget summary for credit as part of the local government's matching funds.

Construction Contract

Amounts to be paid by the grant recipient for construction contracts.

Supplies

Only project related materials will be reimbursed.

Permanent Property

Expenditures for equipment purchases.

Other Items

Amounts paid for goods and services not otherwise listed in the above categories.

NO PAYMENT WILL BE MADE FOR INVOICES FOR PROJECT WORK COMPLETED PRIOR TO AWARD. PAYMENTS FOR APPROVED INVOICES WILL BE MADE ACCORDING TO TERMS OF A SIGNED AND EXECUTED CONTRACT AFTER AN AWARD IS MADE.

"Local Funds" are any funds included in the total project costs, which are contributed by the unit of local government making the application. "Private Funds" are those from sources other than governmental entities, such as private businesses, bank, etc. "Other State Funds" include any other funds received through other state programs. "Federal funds" include funds from EPA, USDA, etc.

PROPOSED BUDGET SUMMARY

COMPLETE ALL SECTIONS: (Incomplete forms may disqualify or reduce a grant award.)
Refer to next page for an explanation of the spending categories.

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
SPENDING CATEGORY	AMOUNT REQUESTED FROM CWEF	AMOUNT OF MATCH BY LOCAL GOVERNMENT	SPECIFY OTHER FUNDS AND SOURCE (private, federal, other state monies)	TOTAL
SALARIES				
CONSTRUCTION CONTRACT				
SUPPLIES Not Permanent				
PERMANENT PROPERTY Includes Equipment				
OTHER Explain Below				
PROJECT TOTAL				

***SHADED AREAS CANNOT BE USED TO ENTER REQUEST FOR FUNDS**

Local Government Assurances

COMPLETE ALL SECTIONS: (Incomplete forms may disqualify or reduce a grant award.)

FISCAL ASSURANCES

1. The local government agency (LGA) assures that all programs, activities, and expenditures of funds conducted in association with this program are in direct compliance with the provisions of the CWEF.
2. The LGA assures that funding received under the CWEF will not replace or reduce funding for existing programs.
3. The LGA assures that it will provide for proper fiscal control and accounting procedures as may be required for fiscal audit.

PROGRAMMATIC ASSURANCES

1. The LGA assures that it will comply with R.S. 24:513 (State Audit Law), and the State of Louisiana public bidding procedures.
2. The LGA assures that, as applicable, it will comply with all federal and state laws, executive orders, and/or regulations.
3. The recipient of this grant assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this grant.
4. The LGA assures that no funds will be used on private property.
5. By acceptance of this grant, the LGA acknowledges that any CWEF grant will not be open beyond three years from the effective date of the signed contract, unless an extension request has been approved. The LGA will not be eligible for further CWEF funding until that grant is closed.
6. The recipient of the grant assures that funds requested in the grant will be used for the stated purpose only and within the time frame stated. Proof of proper expenditure of these funds will be required through invoices, canceled checks, copies of contracts, and other documentation. Failure to comply with any part of this agreement will result in termination of this grant and require any funds paid to be returned to the Office of Community Development.

I UNDERSTAND THAT, UNDER STATE LAW, NO REIMBURSEMENT CAN BE MADE FOR ANY INVOICES FOR WORK OR PURCHASES BEFORE THERE IS AN EXECUTED WRITTEN CONTRACT SIGNED BY BOTH THE LOCAL GOVERNMENT AND THE DIVISION OF ADMINISTRATION.

Chief Elected Official

Title

Type Name Here

Date

Title 4
ADMINISTRATION
Part VII. Governor's Office

Chapter 24. Community Water Enrichment Fund

§2401. Purpose

- A. The Community Water Enrichment Fund (CWEF) provides financial assistance to local units of government in rural areas. The CWEF program will be administered by the Office of Community Development (OCD).
- B. All municipalities and parishes within the State of Louisiana are eligible to apply for assistance except the following HUD (Housing and Urban Development) entitlement cities: Alexandria, Baton Rouge, Bossier City, Kenner, Lafayette, Lake Charles, Monroe, New Orleans and Shreveport.
- C. Local Government classifications are defined as: Villages (pop. 1-999), Towns (pop. 1,000-4,999), Cities (pop. 5,000-35,000) and Parish governments.
- D. OCD shall develop an application procedure satisfying the purposes and intentions of the CWEF.
- E. The Office of Community Development applies the following guidelines to any project or activity funded.
1. At the beginning of each fiscal year, the Director of OCD/CWEF shall determine the equal funding level for all eligible parishes based on the total amount budgeted as aid to local governments for CWEF grants.
 2. Applications will only be accepted for the following eligible activities: rehabilitation, improvement, and new construction projects for community potable water systems. Reasonable engineering costs (if associated with construction) are allowed.
 3. The purchase of generators will not be allowed under this program.
 4. Funds from this program cannot be used to pay consulting fees charged to a unit of government for the preparation of the application, for administrative costs by agents of the project sponsor or any third party. Also, funds cannot be used to pay for previously incurred debt, improvements to private property, overtime for government employees, administration, engineering-only or planning-only projects. CWEF funds are not intended for salary-only projects or ongoing salaried positions.
 5. Parish governments may request funding for projects that serve a parish-wide area or an unincorporated area within the parish.
 6. Applicants may not exceed stated funding levels as outlined in the CWEF application guidelines for any fiscal year, except in those circumstances where other eligible applicants within each parish agree by resolution to allow funding levels to be exceeded.

7. Two-year contracts shall be issued for CWEF grants by OCD. Contract extensions and changes to the project must be requested in writing by the grantee and approved in writing by the Director of OCD/CWEF.

AUTHORITY NOTE: Promulgated in accordance with Act 513 of the 2008 Regular Legislative Session.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Community Development, LR 36.

§2303. Application Process

A. CWEF applications are available from the Office of Community Development to all municipalities and parishes that request them. All requests for information may be submitted via mail to the Office of Community Development, P.O. Box 94095, Baton Rouge, LA 70804-9095.

B. Applications will be rated by OCD staff and award amounts will be based upon predetermined internal rating criteria.

C. All applicants must be authorized by law to perform governmental functions, and must be subject to state audit requirements.

D. The most recent available population figures are used to determine the eligibility for funding of municipalities based on appropriations by the legislature (the funding is outlined in OCD application guidelines for CWEF funds).

E. There will be a level of funding set aside for applications that are determined to be of an emergency nature. Any unused emergency funds will be reallocated through the regular program.

AUTHORITY NOTE: Promulgated in accordance with Act 513 of the 2008 Regular Legislative Session.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Community Development, LR 36.

§2305. Payments and Reimbursement

A. Grant recipients are required to maintain an audit trail verifying that all funds received under this program were used to fulfill the stated purpose identified in the approved application.

B. Payment shall be made to the grantee upon production of invoices and approval of the grantee's request for payment by OCD, according to the contract.

C. Use of grant funds for any project other than that described in the contract will be grounds for OCD to terminate the contract and revoke the funds for the project.

D. All invoices related to the project are the responsibility of the grantee, and must be submitted to and approved by OCD before the funds will be released to the grantee. The grantee remains responsible for payments to its vendors.

AUTHORITY NOTE: Promulgated in accordance with Act 513 of the 2008 Regular Legislative Session.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Community Development, LR 36.

§2307. Programmatic Assurances

- A. The grantee will hold harmless the State of Louisiana, Division of Administration, Office of the Governor, and Office of Community Development as a term and condition of the contract.
- B. OCD will de-obligate funds from any unexpended amount; whether by failure to start a project in the agreed upon timeframe in the contract or by unexpended funds in an officially closed project, or from revoked grant awards. All de-obligated funds will be reallocated through the regular program.
- C. Failure of the grantee to abide by any article of the local agency assurances section of the grant application or the contract, including state audit procedures, federal and state laws, state ethics rules and policy guidelines of OCD, shall result in revocation of the grant award and the grantee will be required to repay the project funds to OCD.
- D. No grantee will be allowed more than two open CWEF grants.
- E. The grantee will assure that it will comply with R.S. 24:513 (State Audit Law), and State of Louisiana public bidding procedures, as well as comply with all other relevant federal and state laws, executive orders, and/or regulations. Failure to comply with any part of this contract will result in termination of this grant and will require that all funds paid be returned to the Office of Community Development.

AUTHORITY NOTE: Promulgated in accordance with Act 513 of the 2008 Regular Legislative Session.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Community Development, LR 36.

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to -wit:

RESOLUTION NO. 011 OF 2015

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATE OF SUBSTANTIAL COMPLETION TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHES AND REGIONAL CONSTRUCTION, INC FOR THE TEXAS AND PACIFIC RAILWAY DEPOT – DRAINAGE AND PAVING PROJECT

BID NO. 0550

WHEREAS, the City of Natchitoches has contracted with Regional Construction, Inc. for construction of the Texas and Pacific Railway Depot – Drainage and Paving Project; and

WHEREAS, this work has been completed; and

WHEREAS, a substantial completion inspection has been performed by the Engineer and a representative of the Community Development Department for the City of Natchitoches, and they find the project to be complete.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Certificate of Substantial Completion for Regional Construction, Inc.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Pro Tempore Don Mims declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 23rd day of February, 2015.


DON MIMS, MAYOR PRO TEMPORE

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER: CITY OF NATCHITOCHES

CONTRACTOR: REGIONAL CONSTRUCTION, LLC

CONTRACT DATE: NOVEMBER 26, 2014

CONTRACT FOR: CITY OF NATCHITOCHES

TEXAS AND PACIFIC RAILWAY DEPOT – DRAINAGE AND PAVING

Definition of Substantial Completion

The date of Substantial Completion of a Project or specified part of a Project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part of the Project can be utilized for the purpose for which it was intended. The issuance of this Certificate does not constitute a recommendation of project acceptance, as defined in R.S. 38:2241.1

TO: CITY OF NATCHITOCHES
(Owner)

and TO: REGIONAL CONSTRUCTION, LLC
(Contractor)

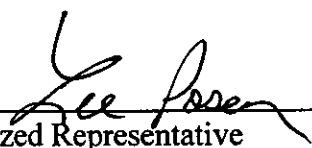
Date of Substantial Completion: FEBRUARY 17, 2015

The Work performed under this contract has been inspected by authorized representatives of the Owner, Contractor and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the contract documents. These items shall be completed by the Contractor within 30 days of Substantial Completion.

The responsibilities between the Owner and the Contractor for maintenance, heat, and utilities shall be as set forth below.

CITY OF NATCHITOCHES
Owner


Authorized Representative

CGS ENGINEERING, INC.
Engineer


Authorized Representative

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Stamey as follows, to –wit:

RESOLUTION NO. 012 OF 2015

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHES AND PAGE BUILDERS FOR THE BRED A TOWN PARK PROJECT

(BID NO. 0557)

WHEREAS, the City of Natchitoches (CITY) awarded the bid to Page Builders, on November 24, 2014 by Ordinance No. 047 of 2014 in the amount of \$59,256.00 for the Breda Town Park Project, (Bid No. 0557); and,

WHEREAS, on February 17, 2015, CONTRACTOR issued Change Order No. 1, fully described in Attachment “A”; and

WHEREAS, the contract sum will be increase by this Change Order No. 1 in the amount of \$3,894.97 and the revised contract total will be \$63,150.97; and,

WHEREAS, the project engineer, Randal Smoak of Cothren, Graff, Smoak Engineers, has recommended this change order; and

WHEREAS, the CITY is of the opinion that Change Order No. 1 is in the best interest of the CITY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 1 to the agreement between the City of Natchitoches and the contractor, Page Builders.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Pro Tempore Don Mims declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 23rd day of February, 2015.


DON MIMS, MAYOR PRO TEMPORE

Date of Issuance: February 17, 2015

Owner: City of Natchitoches

Contractor: Page Builders

Engineer: Cothren, Graff, Smoak Engineers, Inc.

Project: Breda Town Park

Effective Date: February 17, 2015

Owner's Contract No.:

Contractor's Project No.:

Engineer's Project No.: 13.079

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Additional embankment required to adjust site grade and additional concrete required to construct edge beam into existing grate for edge support and prevent soil erosion/undercut of pavement.

Attachments: [List documents supporting change]

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 59,256.00	Original Contract Times: 120 Substantial Completion: _____ Ready for Final Payment: 165 days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ N/A	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 59,256.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ 3,894.97	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 63,150.97	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>R. Randall Smoak</u>	By: <u>Lee Posay</u>	By: <u>David P. G.</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>E.P.</u>	Title: <u>Mayor</u>	Title: <u>OWNER</u>
Date: <u>2-17-15</u>	Date: <u>4-7-15</u>	Date: <u>4-7-15</u>

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

The following Resolution was introduced by Mr. Stamey and Seconded by Ms. Morrow as follows, to –wit:

RESOLUTION NO. 013 OF 2015

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATE OF SUBSTANTIAL COMPLETION TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHES AND PAGE BUILDERS FOR THE BRED A TOWN PARK PROJECT

BID NO. 0557

WHEREAS, the City of Natchitoches has contracted with Page Builders for construction of the Breda Town Park Project; and

WHEREAS, this work has been completed; and

WHEREAS, a substantial completion inspection has been performed by the Engineer and a representative of the Community Development Department for the City of Natchitoches, and they find the project to be complete.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Certificate of Substantial Completion for Page Builders.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Pro Tempore Don Mims declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 23rd day of February, 2015.


DON MIMS, MAYOR PRO TEMPORE

CERTIFICATION ON BACK

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER: CITY OF NATCHITOCHES

CONTRACTOR: PAGE BUILDERS

CONTRACT DATE: NOVEMBER 26, 2014

CONTRACT FOR: CITY OF NATCHITOCHES

BREDA TOWN PARK

Definition of Substantial Completion

The date of Substantial Completion of a Project or specified part of a Project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part of the Project can be utilized for the purpose for which it was intended. The issuance of this Certificate does not constitute a recommendation of project acceptance, as defined in R.S. 38:2241.1

TO: CITY OF NATCHITOCHES
(Owner)

and TO: PAGE BUILDERS
(Contractor)

Date of Substantial Completion: FEBRUARY 17, 2015

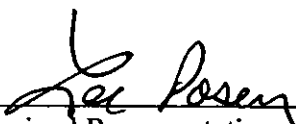
The Work performed under this contract has been inspected by authorized representatives of the Owner, Contractor and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the contract documents. These items shall be completed by the Contractor within 30 days of Substantial Completion.

The responsibilities between the Owner and the Contractor for maintenance, heat, and utilities shall be as set forth below.

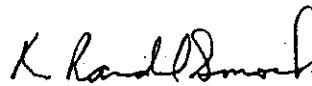
CITY OF NATCHITOCHES

Owner


Authorized Representative

CGS ENGINEERING, INC.


Engineer


Authorized Representative

Date: FEBRUARY 17, 2015

The Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

PAGE BUILDERS


Authorized Representative

ITEMS TO BE COMPLETED OR CORRECTED:

1. Caulk joints around goals. \$100.00

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to –wit:

RESOLUTION NO. 014 OF 2015

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE AND ACCEPT
BIDS FOR THE CITY OF NATCHITOCHES, WATER TREATMENT SYSTEM
RENOVATIONS**

(BID NO. 0562)

WHEREAS, the City wishes to advertise for public bids for the City of Natchitoches Water Treatment System Renovations (Bid No. 0562); and

WHEREAS, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana 71457 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana, and

WHEREAS, the City of Natchitoches will accept sealed and electronic bids for the project no later than 10:00 A.M. on Monday, March 30, 2015 at the office of the Director of Purchasing, 1400 Sabine Street, and

WHEREAS, bids will be publicly opened and read aloud at the location and time herein above; and

WHEREAS, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities, Dale Nielsen, Councilman are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the city of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Pro Tempore Don Mims declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 23rd day of February, 2015.


MAYOR PRO TEMPORE, DON MIMS

ADVERTISEMENT FOR BIDS

CITY OF NATCHITOCHES (hereinafter referred to as the "Owner").

The Owner will accept sealed or internet bids for – CITY OF NATCHITOCHES, WATER TREATMENT SYSTEM RENOVATIONS, City Bid No. 0562 to be financed by the Drinking Water Revolving Loan Fund, will be received by Edd Lee, Director of Purchasing, City of Natchitoches, 1400 Sabine Street, Natchitoches, Louisiana, 71457, for the construction of the project described as follows:

WATER TREATMENT SYSTEM RENOVATIONS

Sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing and delivered to the City not later than 10:00 A.M. on Monday, March 30, 2015. A non-mandatory pre-bid conference will be held Monday, March 23rd at 10:00 A.M. at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana 71457. All bids shall be plainly marked in the upper left corner of the sealed envelope as follows: **SEALED BID, Bid of (Name of Contractor), "Water Treatment System Renovations, DWRLF", City of Natchitoches Bid No. 0562**, To be opened at 10 A.M., local time, on Monday, March 30, 2015, Louisiana Contractor License No. (insert license #). All bids must be submitted on the proper bid form. The Contractor shall display his Contractor's license number prominently on the outside of the envelope. Any bids received after the specified time and date will not be considered. The sealed bids will be publicly opened and read aloud at 10:00 A.M. (Central Standard Time) on Monday, March 30, 2015 at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana 71457. Electronic bids can be submitted through www.bidexpress.com.

The Information for Bidders, Form of Bid Proposal, Form of Contract, Plans, Specifications, and Forms of Bid Bond, Performance and Payment Bond, and other contract documents may be examined at the office the Engineer, Shuler Consulting Company, 230 Grandview Drive, Chatham, LA 71226. Copies may be obtained at the office of the Engineer, Shuler Consulting Company, upon payment of \$ 200.00, which amount constitutes the cost of reproduction and handling. This payment will not be refunded.

The Owner reserves the right to reject any and all bids for just cause; such actions will be in accordance with Title 38 of the Louisiana Revised Statutes. All bidders must sign: (1) the Bid, (2) Certificate of Corporate Principal and Surety, (3) any Addenda issued, and (4) Bid Bond which always must accompany the bid in the correct amount. No bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof. The Owner reserves the right to waive any informalities.

A Corporate Resolution authorizing a representative of the corporation to sign the bid must accompany the bid, if the bidder is a corporation.

Each bidder must deposit with his/her bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders. Sureties used for obtaining bonds must appear as acceptable on the U.S. Department of Treasury Circular 570.

The Contractor shall begin mobilization and procurement of materials within fifteen (15) working days of the receipt of the Notice to Proceed.

The Attention of Bidders is called particularly to the requirements for conditions of employment to be observed and minimum wage rates to be paid under the Contract, Section 3, Segregated Facilities, Section 109, Executive Order 11246, and all applicable laws and regulations of the Federal government and State of Louisiana and bonding and insurance requirements.

Any person with disabilities requiring special accommodations under ADA requirements must contact the Owner no later than (7) days prior to bid opening.

IN PARTICULAR, BIDDERS SHOULD NOTE THE REQUIRED ATTACHMENTS AND CERTIFICATIONS TO BE EXECUTED AND SUBMITTED WITH THE BID PROPOSAL.

Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard for race, color, religion, sex or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in the specifications.

Publishing Dates: February 26, March 5, and March 12, 2015
Run in the Legal Section of the: Natchitoches Times

/s/ Lee Posey, Mayor

CITY OF NATCHITOCHEES
GENERAL FUND BUDGET REPORT
AS OF DECEMBER 31, 2014

	CURRENT MONTH				YEAR TO DATE			
	TOTAL	MONTHLY	(OVER)		YTD	UNREALIZED		
	BUDGET 14/15FY	BUDGET *1	ACTUAL	UNDER BUDGET	ACTUAL	ENCUM- BRANCES	AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	14,327,247	1,193,937	1,021,574	(172,363)	6,973,549		7,353,698	48.67%
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	537,294	44,775	39,026	5,749	295,061	591	241,643	55.03%
COMMUNITY DEVELOPMENT	707,327	58,944	67,064	(8,120)	474,608	24,660	208,059	70.59%
PLANNING & ZONING	247,631	20,636	17,284	3,352	131,493	800	115,338	53.42%
FIRE DEPARTMENT	3,221,660	268,472	265,728	2,744	1,702,000		1,519,660	52.83%
POLICE DEPARTMENT	4,847,710	403,976	380,144	23,832	2,426,374	9,681	2,411,655	50.25%
ANIMAL SHELTER	172,575	14,381	9,865	4,517	79,132	154	93,289	45.94%
PURCHASING	266,434	22,203	20,238	1,965	144,288	47	122,098	54.17%
CITY GARAGE	252,914	21,076	27,177	(6,101)	142,242	1,106	109,566	56.68%
RECREATION *2	742,201	61,850	62,212	(362)	577,804	12,329	152,068	79.51%
PUBLIC WORKS	1,218,565	101,547	124,039	(22,492)	719,982	38	498,545	59.09%
INDIRECT EXPENSE	1,961,537	163,461	131,038	32,423	1,062,514	15,793	883,230	54.97%
PROGRAMMING & PROMOTIONS	151,399	12,617	10,000	2,616	72,781		78,618	48.07%
TOTAL GENERAL FUND	14,327,247	1,193,937	1,153,815	40,123	7,828,278	65,199	6,433,770	55.09%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED

58%

% BUDGET EXPENDED

55%

CITY OF NATCHITOCHES
UTILITY (PROPRIETARY) FUND BUDGET REPORT
AS OF DECEMBER 31, 2014

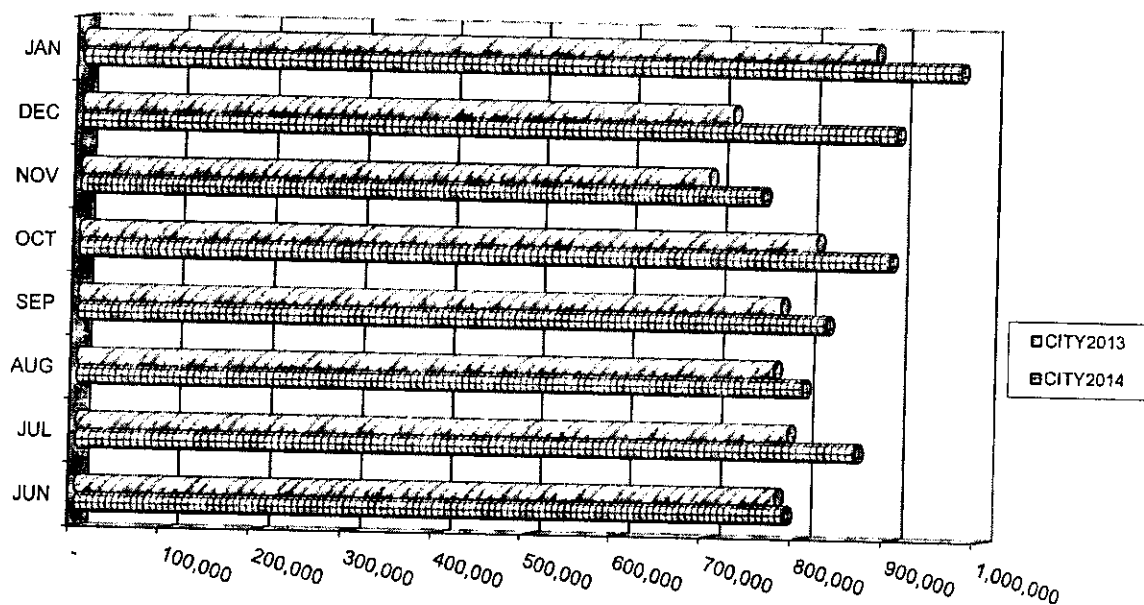
		CURRENT MONTH			YEAR TO DATE				
		TOTAL BUDGET 14/15 FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES	UNREALIZED / AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE		38,610,171	3,217,514	2,317,130	(900,384)	21,929,085		16,681,086	56.80%
EXPENDITURES									
DEPARTMENT:									
UTILITY ADMINISTRATION		358,857	29,905	27,558	2,347	208,517	1,016	149,324	58.39%
WATER		2,828,795	235,733	155,930	79,803	1,363,601	32,545	1,432,649	49.35%
SEWER		1,641,566	136,797	114,352	22,446	805,862	28,257	807,447	50.81%
ELECTRIC		23,629,199	1,969,100	1,433,616	535,484	10,654,334	1,363,098	11,611,767	50.86%
UTILITY BILLING		542,648	45,221	42,918	2,302	291,599	1,655	249,394	54.04%
INFORMATION TECH		333,850	27,821	57,867	(30,046)	163,120	7,722	163,008	51.17%
INDIRECT		9,275,256	772,938	642,016	130,922	5,182,943	3,261	4,089,052	55.91%
TOTAL UTILITY FUND		38,610,171	3,217,514	2,474,258	743,257	18,669,976	1,437,553	18,502,642	52.08%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED	58%
% BUDGET EXPENDED	52%

CITY OF NATCHITOCHES FISCAL YEAR SALES TAX COLLECTIONS



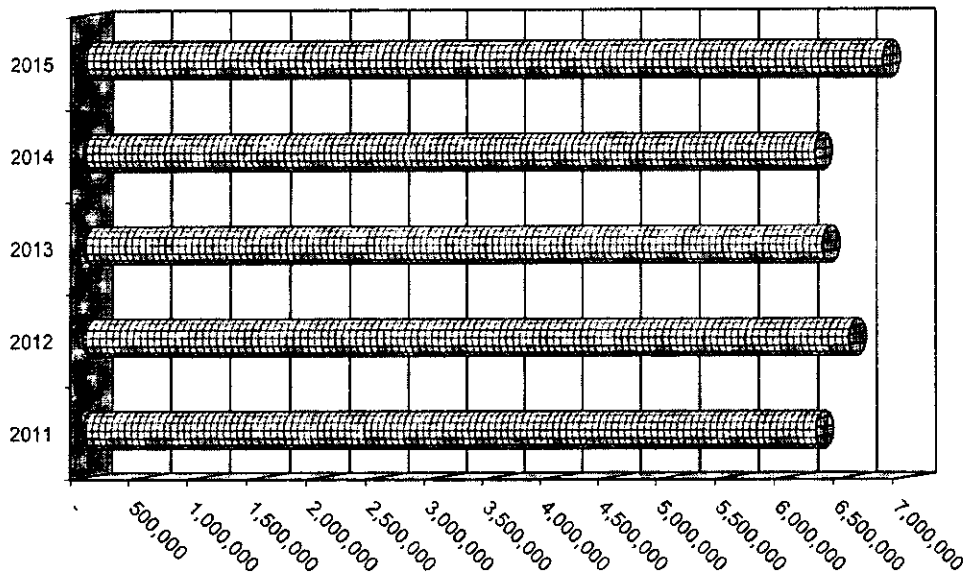
REVENUE BY MONTHS

PERIOD	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	DIFF 14/15	DIFF %
JUN	745,293	778,326	784,706	775,673	785,480	9,807	1.26%
JUL	833,927	925,940	787,124	788,242	862,486	74,244	9.42%
AUG	747,034	799,473	675,717	771,686	803,607	31,921	4.14%
SEP	739,153	788,812	773,754	778,205	827,996	49,791	6.40%
OCT	790,155	811,193	791,074	816,314	896,460	80,146	9.82%
NOV	727,106	717,075	743,816	696,883	755,784	58,902	8.45%
DEC	749,143	765,125	780,648	721,635	901,873	180,239	24.98%
JAN	904,603	929,669	955,479	877,456	971,015	93,559	10.66%

Prepared by: Natchitoches Tax Commission

CITY OF NATCHITOCHEs

FISCAL YEAR SALES TAX COLLECTIONS

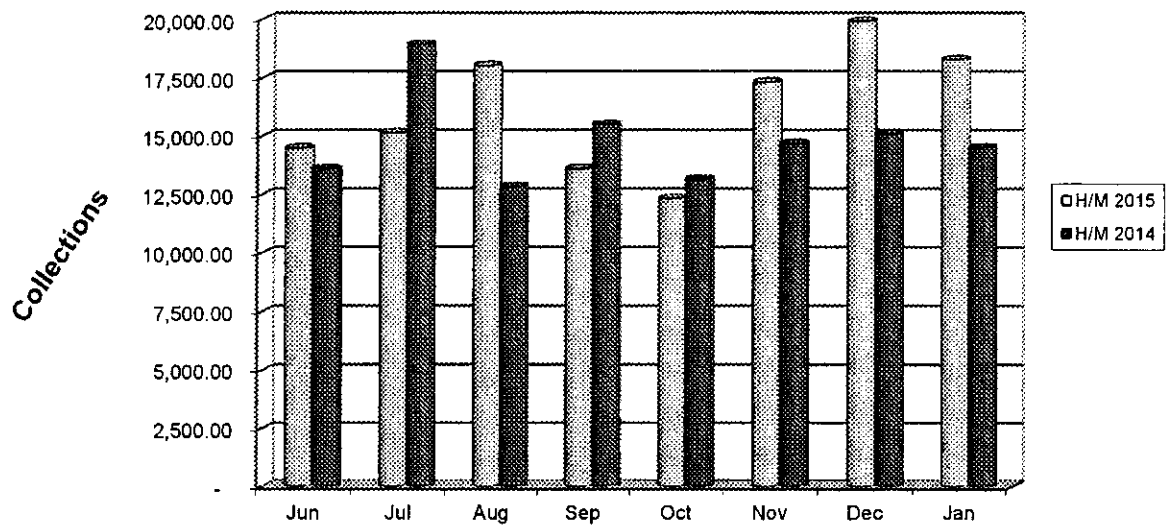


REVENUE YEAR TO DATE

PERIOD	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	DIFF 14/15	DIFF %
JUN	745,293	778,326	784,706	775,673	785,480	9,807	1.26%
JUL	1,579,220	1,704,266	1,571,830	1,563,915	1,647,966	84,051	5.37%
AUG	2,326,254	2,503,739	2,247,547	2,335,601	2,451,573	115,972	4.97%
SEP	3,065,407	3,292,551	3,021,301	3,113,806	3,279,569	165,763	5.32%
OCT	3,855,562	4,103,744	3,812,375	3,930,120	4,176,028	245,908	6.26%
NOV	4,582,668	4,820,819	4,556,191	4,627,002	4,931,812	304,810	6.59%
DEC	5,331,811	5,585,944	5,336,839	5,348,637	5,833,686	485,049	9.07%
JAN	6,236,414	6,515,613	6,292,318	6,226,093	6,804,701	578,608	9.29%

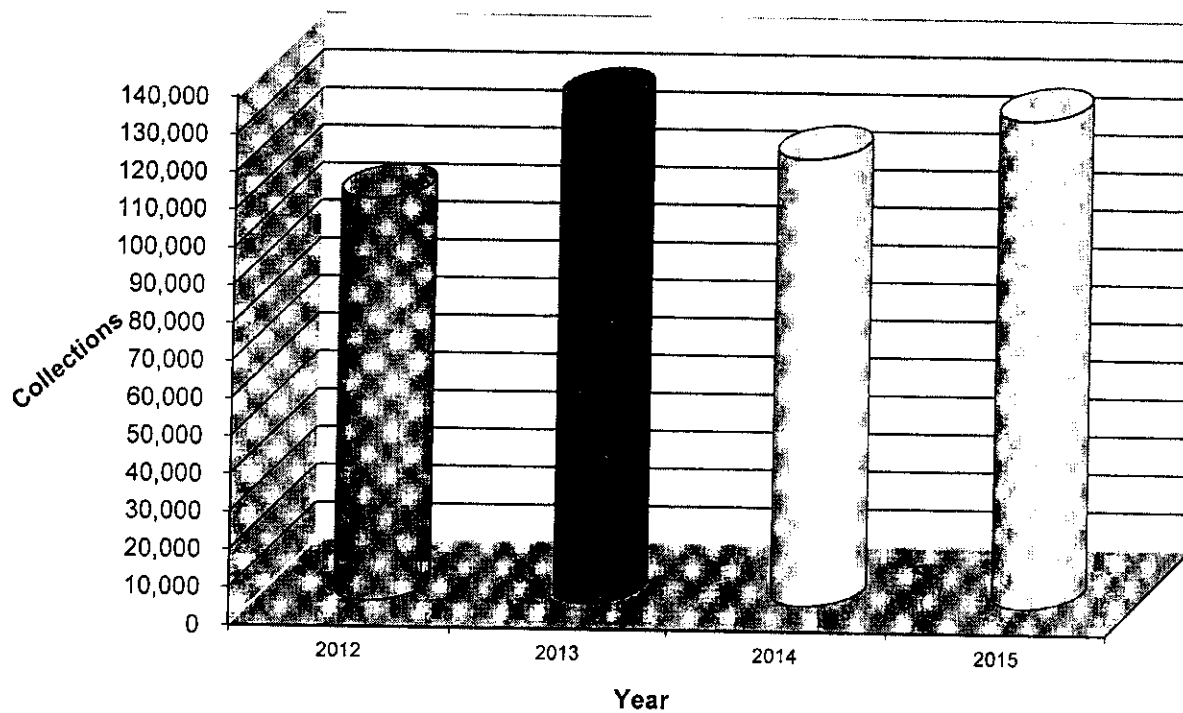
Prepared by: Natchitoches Tax Commission

City of Natchitoches TIF 2%



Period	2012	2013	2014	2015	DIFF 14/15	% DIFF
Jun	0	23,874.50	13,597.75	14,483.00	885.25	3.71%
Jul	0	15,844.98	18,905.43	15,138.53	(3,766.90)	-23.77%
Aug	19,047.82	13,928.45	12,843.05	18,004.34	5,161.29	37.06%
Sep	17,078.68	14,825.46	15,486.48	13,613.10	(1,873.38)	-12.64%
Oct	17,253.08	11,785.44	13,163.32	12,337.86	(825.46)	-7.00%
Nov	16,983.00	15,940.88	14,676.81	17,301.80	2,624.99	16.47%
Dec	19,722.20	21,419.33	15,082.08	19,897.53	4,815.45	22.48%
Jan	16,390.01	15,308.72	14,521.59	18,275.86	3,754.27	24.52%

**City of Natchitoches
TIF-2%**



Period	2012	2013	2014	2015	DIFF 14/15	% DIFF
Jun	-	23,874.50	13,597.75	14,483.00	885.25	3.71%
Jul	-	39,719.48	32,503.18	29,621.53	(2,881.65)	-8.87%
Aug	19,047.82	53,647.93	45,346.23	47,625.87	2,279.64	5.03%
Sep	36,126.50	68,473.39	60,832.71	61,238.97	406.26	0.67%
Oct	53,379.58	80,258.83	73,996.03	73,576.83	(419.20)	-0.57%
Nov	70,362.58	96,199.71	88,672.84	90,878.63	2,205.79	2.49%
Dec	90,084.78	117,619.04	103,754.92	110,776.16	7,021.24	6.77%
Jan	106,474.79	132,927.76	118,276.51	129,052.02	10,775.51	9.11%

Mr. Pat Jones, Finance Director, presented the Council with the Finance Report. The General Fund summary as of December 31, 2014 the revenues were at 48.67% and expenditures at 55.09%, with 58% of the budget year elapsed. The Utility Fund revenues were at 56.80% and expenditures at 53.06%. Sales Tax Collections for January were up 10.66% and 9.29% up according to the year to date report. The TIF for January was up 24.52% compared to the last January and up 9.11% for the year to date.

Ms. Morrow announced there will also be a Black History Program on February 28, 2014 at 6:00 p.m. at the Natchitoches Arts Center. The community is invited to participate in this event. She then thanked everyone who participated in Walmart's Black History Program. There was a great attendance and children from the Head Start Program spotlighted local African Americans making a difference in our community.

The next scheduled City Council meeting will be held on March 9, 2015.

With no further discussion, the Mr. Mims made a motion for adjournment and all were in favor.

The meeting was adjourned at 5:53 p.m.


DON MIMS, MAYOR PRO TEMPORE